

The Semi-Weekly Louisianian.

"REPUBLICAN AT ALL TIMES, AND UNDER ALL CIRCUMSTANCES."

VOLUME 1.

NEW ORLEANS, LOUISIANA, THURSDAY NOVEMBER 23, 1871.

NUMBER 97.

THE LOUISIANIAN, OWNED, EDITED AND MANAGED BY COLORADO MEN, IS PUBLISHED EVERY THURSDAY AND SUNDAY MORNING AT 114 CARondelet STREET NEW ORLEANS, LA.

PROPRIETORS.
HON. P. B. S. PINCHBACK, ORLEANS.
" C. C. ANTOINE, CADDO.
" GEO. V. KELSEY, RAPIDES.
Wm. G. BROWN,--Editor.
P. B. S. PINCHBACK, Manager.

TERMS OF SUBSCRIPTION:
One Year, \$5.00
Six Months, \$3.00
Three Months, \$1.50
SINGLE COPIES, 5c.

PROSPECTUS OF The Louisianian.

In the endeavor to establish another Republican journal in New Orleans, the proprietors of the LOUISIANIAN, propose to fill a necessity which has been long and sometimes painfully felt to exist. In the transition state of our people, in their struggling efforts to attain that position in the Body Politic, which we conceive to be their due, it is regarded that much information, guidance, encouragement, counsel and reproof have been lost, in consequence of the lack of a medium, through which these deficiencies might be supplied. We shall strive to make the LOUISIANIAN a desideratum in these respects.

POLICY.
As our motto indicates, the LOUISIANIAN shall be "Republican at all times and under all circumstances." We shall advocate the security and enjoyment of broad civil liberty, the absolute equality of all men before the law, and an impartial distribution of honor and patronage to all who merit them.

Desirous of allaying animosities, of obliterating the memory of the bitter past, of promoting harmony and union among all classes and between all interests, we shall advocate the removal of all political disabilities, foster kindness and forbearance, where malignity and recentment reigned, and seek for fairness and justice where wrong and oppression prevailed. Thus united in our aims and objects, we shall conserve our best interests, elevate our noble State, to an enviable position among the sister States, by the development of her illimitable resources, and secure the full benefits of the mighty changes in the history and condition of the people and the Country.

Believing that there can be no true liberty without the supremacy of law, we shall urge a strict and undiscriminating administration of justice.

TAXATION.
We shall support the doctrine of an equitable division of taxation among all classes, a faithful collection of the revenues, economy in the expenditures, conformably with the exigencies of the State or Country and the discharge of every legitimate obligation.

EDUCATION.
We shall sustain the carrying out of the provisions of the act establishing our common school system, and urge as a paramount duty the education of our youth, as vitally connected with their own enlightenment, and the security and stability of a Republican Government.

FINAL.
By a generous, manly, independent, and judicious conduct, we shall strive to rescue our paper, from an ephemeral and temporary existence, and establish it upon a basis, that if we cannot "command," we shall at all events "deserve" success.

BARRETT, SEYMOUR & Co., PRINTERS AND LITHOGRAPHERS,
80 Camp Street, NEW ORLEANS.

POETRY. MIGNONETTE.

TO A. C. F.
BY H. H.
Tender dainty, modest thing,
Fitting phrase I cannot bring
Half to tell thy loveliness,
Half my loving to confess.
Vainly all my words I choose;
Vainly all of art I use:
Thou art left unuttered yet,
Tender, dainty Mignonette!

I can say thou art more sweet
Than the fragrances which meet
When the clover and the rose
Their most secret stores disclose;
I can say thou art more fair
Than the buds which lilies bear:
Thou art left unuttered yet,
Tender, dainty Mignonette!

I can say that color sheds,
Even in show of blushing reds,
No such grace of sunny light
As in thy pale brown and white,
Mingled never twice the same,
In soft tint without a name:
Thou art left unuttered yet,
Tender, dainty Mignonette!

I can say the honey-bee,
Lingering, drain thy wine's last lees;
Little children to and fro,
Carrying thy blossoms, go;
Lovers give them; subtle, mute,
Fit for Love's sweet gift and suit:
Thou art left unuttered yet,
Tender, dainty Mignonette!

Now I add one more low word,
Trembling half, lest, being heard,
It should win a swift rebuke
From dear eyes, whose pleading look,
Bidding me no more reveal,
Would have power my lips to seal;
Leaving thee unuttered yet,
Tender, dainty Mignonette!

Dainty and beloved thing,
Here thy final praise I bring:
Thou art like in tender grace
One I know, of gentle face:
Thy soft fragrance makes the air
Sweet, as moments are which share
Sun, with her sweet silences—
Shade, with her half-shy caress.

Thy pale tints one language speak
With her brow, her eye, her cheek,
Triumph in such lowly guise,
Wondering in glad surprise,
Lavishing with brimming hands,
Generous, past all burs and bands:
Ah! ye are not uttered yet,
White twin souls of Mignonette!

Sweetest woman! Sweetest flower!
I crown both with sweetest dower
Can be framed in human speech
When I liken each to each.
Woman, sweeter than the flower,
Crowned with Love's immortal dower,
Which no love in speech can set,
Kiss me, precious Mignonette!

LAWYERS OF THE STATE OF LOUISIANA.
PUBLISHED BY AUTHORITY.
[No. 106.]
An Act
Relative to the New Orleans and Northeastern Railroad Company, to provide for the extension of the main line of their railroad to the city of New Orleans, for the building of one or more branches to the main line of said railroad, to regulate judicial proceedings in certain cases, and to facilitate and aid the construction and secure the maintenance of said railroad within the State of Louisiana.

(Continued from last number.)
Sec. 10. Be it further enacted, etc., That on such report being made by said commissioners, the court or judge shall appoint a time and place for such hearing of said company and all parties interested in said lands in regard to the confirmation of said report, and shall by order direct the manner and form of the service or any notice of the same upon any person that, in the judgment of the said court or judge, should be notified; and on the day of such hearing, if no person shall appear to oppose the confirmation of said report, the same shall be confirmed by said court or judge, an order shall be made reciting the proceedings of the appraisal, the confirmation of the same and a description of the real estate, and directing to whom the money or value of said real estate is to be paid, or in what manner the same shall be deposited by said company for the use and benefit of said owners; and if any person shall appear to oppose the confirmation of said report, the said court or judge shall hear the parties for and

against such confirmation; and if said court or judge shall decide in favor of such confirmation, then the same proceedings shall be had in the premises as heretofore provided. In case no person appear to oppose said confirmation, and if said court or judge shall decide against such confirmation, an order shall be entered directing said commissioners, or other commissioners named in said order, to proceed to a re-appraisal of the said premises, the proceedings of which shall be afterwards conducted as in the first instance, except that the appraisal and report of the commissioners on the re-appraisal order shall be final, and shall be confirmed by said court or judge; and the order of said court or judge confirming any appraisal as aforesaid, shall be final and conclusive on all parts to said decree; provided, that any party shall have the right of appealing to the Supreme Court from any decree adverse to their interest or the interest of those they represent; that any appeal to the Supreme Court from the decree of the district court or judge, made by either party shall not suspend the execution of the judgment, but the payment of the amount of the decree by the company to the owner or owners interested therein, or a deposit thereof subject to the owner's order, shall entitle the company to the right, title and estate of the owner or owners in and to the land described in the petition, in the same manner as hereafter provided, and as if no appeal had been taken. But in the event of any change being made by the final decree in the decision of the cause, the company shall be bound to pay the additional assessment, or be entitled to recover back the surplus paid or deposited as the case may be.

Sec. 11. Be it further enacted, etc., That the order of said court or judge confirming an appraisal of lands, as heretofore provided, or a certified copy of the same, shall be filed in the office of the clerk of the district court in which the real estate appraised shall be situated, and these shall remain a record; and such order, so entered and filed, shall vest in said company the lands described therein, be set forth, on the payment, or tender of payment, or deposit of the amount of the appraisal and damages by said company, as provided in said order, or a duly certified copy thereof, with proof of such payment and deposit as there-in provided, shall be considered as legal evidence of the title and estate of said company to the real estate acquired by appraisal by said company under and pursuant to this act, shall be deemed to be acquired for public use.

Sec. 12. Be it further enacted, etc., That in the absence of the district judge from the parish in which the said company seek to acquire title to property, the parish judge shall be competent to act in all matters of expropriation, and shall sign all orders, appoint commissioners, and render decrees, as set forth in this act provided, which acts of the parish judge shall have the same force and effect as if the district judge had acted in person.

Sec. 13. Be it further enacted, etc., That the New Orleans and Northeastern Railroad Company be and it is hereby authorized to make and issue from time to time, as herein provided, its bonds, to be known as "second mortgage bonds, of the New Orleans and Northeastern Railroad Company, guaranteed by the State of Louisiana," and of such denominations as the company may elect, but to an amount not exceeding in the aggregate twelve thousand five hundred dollars for each and every mile in length of the main line of its railroad and branches—about ninety-seven miles in length in all—within the State of Louisiana, which said company shall construct. Such bonds shall be numbered consecutively, and shall be made payable to the State of Louisiana, or bearer, at such time as the company may designate therein. Not exceeding eight per cent per annum, payable semi-annually, and coupons for such interest, shall be annexed thereto. The principal of interest, or both, of said bonds may, at the option of the company, be made payable in lawful currency of the

United States, or in gold coin, or in English sterling; and if payable in sterling two thousand five hundred pounds sterling per mile shall, for the purposes of this act, be deemed within the limitation or twelve thousand five hundred dollars per mile, in this section of this act contained, and the place of payment of the principal and interest of said bonds, or any of them may be either at the city of New Orleans or New York, as the company may elect and designate in such bonds.

Sec. 14. Be it further enacted, etc., That the payment of the principal and interest of such bonds shall be secured by a mortgage, to be executed by said company to the Governor of the State of Louisiana as trustee for whoever shall from time to time be holders of said bonds, and also for the State of Louisiana, and for the said company, and whoever shall from time to time be Governor of said State, shall be the trustee under said mortgage, and be vested with the rights and powers conferred upon such trustee, and charged with the duties hereinafter imposed upon him. The said mortgage shall be a lien upon the whole of said main line of railroad of said company within the State of Louisiana, and upon all the right of way, road bed, rails, depots, stations, shops, buildings, machinery, tools, engines, cars and real and personal estate within the State of Louisiana, appurtenant to or necessary for the operation of said main line of railroad owned by the company at the date of said mortgage, or which may be acquired by it thereafter, and also upon the corporate franchises and privileges of said company granted by the State of Louisiana relative to the construction, operation and use of said main line of railroad within the State of Louisiana, but the lien of such mortgage shall be subject and subordinate to a prior lien to the extent next hereinafter specified, in favor of a first mortgage, to be made by said company to secure bonds to be known as "first mortgage bonds of the New Orleans and Northeastern Railroad Company;" such first mortgage bonds and the mortgage securing the same shall be a prior lien only to the extent of twelve thousand five hundred dollars per mile, payable in the gold coin of the United States, and interest which may accrue thereon at a rate not exceeding eight per cent per annum, payable semi-annually, upon each and every mile of the aforesaid main line of railroad within the State of Louisiana, including the right of way, road beds, rails, depots, stations, buildings, machinery, tools, engines, cars and real and personal estate within the State of Louisiana, appurtenant to or necessary for the operation of said main line of railroad owned by the company at the date of said mortgage, or which may be acquired by it thereafter, and of the corporate franchises and privileges of said company granted to it by the State of Louisiana relative to the construction, operation and use of said main line of railroad within the State of Louisiana; the principal of such mortgage bonds not to be payable in less than twenty years from their date, unless in case of default of payment of interest thereon, that the first mortgage bonds issued by said company on that part of its railroad from Lewisburg to Pearl River, a distance of forty-eight miles for the sum of six hundred thousand dollars, or twelve thousand five hundred dollars per mile, executed before Robt. J. Ker, notary public in the city of New Orleans, on the first day of October, 1870, are hereby recognized as a portion of said first mortgage, authorized to be issued on the whole line of the company's roads within the State of Louisiana, and in case of a sale of said railroad or any part thereof, for the satisfaction of said first and second mortgage bonds or either of them, the proceeds of the rolling stock and personal property which may be sold shall be deemed to appertain to that portion of said main line of railroad within the State of Louisiana, which shall have been constructed and operated, and shall be apportioned, equally—upon each mile thereof, and shall be deemed

proceeds of the completed portion of said road, and the lien of said first mortgage shall be governed by the further provisions hereinafter contained.

Sec. 15. Be it further enacted, etc., That the said mortgage to the Governor of the State of Louisiana shall describe the second mortgage bonds thereby secured, and shall also provide for the payment by the company to the trustee, of a sinking fund for the gradual redemption of the principal of the said bonds. The payment of the said sinking fund for the gradual redemption as aforesaid shall commence in five years from the date of said mortgage, and shall be made annually thereafter, and each payment shall not be less than one-half of one per cent of the total amount of the principal of the bonds which shall, up to the time of such payment, have been guaranteed by the State of Louisiana, as hereinafter provided, whether outstanding or surrendered to the trustees for the purposes of the sinking fund, as hereinafter provided. The money so paid to the said trustee shall be forthwith paid by him, as soon as received, into the treasury of the State, and shall be paid out only on the warrant of said trustee for second mortgage bonds of said company surrendered to him; and all bonds thus surrendered and paid for shall be forthwith stamped by the trustee "surrendered to the sinking fund and not negotiable," in some effectual manner, so that they can not be again issued, and shall be immediately thereafter deposited in the treasury of the State, and the number and amount of each and every bond so surrendered to the sinking fund, shall be entered by the trustee, and by the Treasurer of the State of Louisiana, in books to be kept by them for that purpose, which books shall, at all times, be open to the inspection of the officers of the company. But the interest on such surrendered bonds shall be payable as it accrues to the said trustee, according to the tenor of the coupons, and become a part of the sinking fund, and shall be deemed secured by said mortgage in like manner as if said surrendered bonds were still outstanding and such payment of interest on the surrendered bonds shall continue until the sinking fund shall amount to a sufficient sum to pay all the second mortgage bonds outstanding. The trustee shall not apply said sinking fund, or any part thereof, to the purchase of said bonds at any greater price than par and accrued interest. The mortgage securing said bonds shall contain suitable provisions for advertising for sealed proposals to the trustee to surrender bonds for the purposes of the sinking fund, and the trustee shall give the preference to the proposals most favorable to the company; provided, they do not exceed par and accrued interest. If, on any occasion, sealed proposals are not received by the trustee within the time limited by the advertisement for the requisite number of bonds within the aforesaid limit of price, to absorb the whole amount of sinking fund on hand, the trustee shall, within three days thereafter, by a certificate of writing, specify the amount of bonds so deficient, and appoint three commissioners to draw by lot the requisite amount of bonds to supply the deficiency. The said commissioners shall forthwith, after their appointment draw by lot from the numbers of all the second mortgage bonds then outstanding numbers of bonds to [an] amount sufficient to supply such deficiency, and shall make and sign a report specifying the numbers so drawn by them, and shall attach to their report an affidavit sworn to by each of them before some officer of the State of Louisiana, authorized to administer oaths, stating that such drawing was in all respects impartially and fairly conducted, and that said report is true. The said certificate of the trustee and report of the commissioners shall be filed in the office of the Secretary of State of the State of Louisiana, thereupon the holders of the bonds bearing the numbers so drawn by the commissioners and specified in their report, shall be bound to surrender

the same to said trustee on receiving from him his warrant on the State Treasurer for the amount of the principal of said bonds, with the interest accrued thereon up to the time of the expiration of the notice mentioned in the following section of this act, or such earlier time as such warrant may be delivered.

Sec. 16. Be it further enacted, etc., That immediately after the filing of said report of said commissioners, the company shall cause a notice to be published, specifying the number of the bonds so drawn, and requiring the holders thereof to surrender the same to said trustee, on or before a specified day, which shall not be less than thirty days after the publication of said notice. Such notice shall be published in a daily newspaper in the city of New Orleans, and in at least two daily newspapers in the city of New York, for four consecutive weeks, at least three times in each week, and upon the expiration of the time limited in said notice, the interest on the bonds, the numbers of which are specified in such notice, shall cease, and no interest shall accrue thereon after that time, or be payable, except to the sinking fund, as thereinbefore provided; provided, however, that if any of the bonds so drawn shall be payable in the city of London, further publication of said notice shall be made for at least four successive weeks, at least three times in each week, in two newspapers published in the city of London, and the date specified for the delivery of such last mentioned bonds shall be at least forty-five days from the time of the first publication of the last mentioned notice, and the interest of the last mentioned bonds shall cease to accrue (except to the sinking fund, as hereinbefore provided) on the expiration of the last mentioned notice. The payment for bonds surrendered to the sinking fund, or drawn from the sinking fund shall be made, in currency, coin or sterling, or their equivalent, respectively, according to the tenor of the bonds drawn or surrendered; and the annual payments to be made by the company to the trustee for the purpose of the sinking fund shall in like manner be made in currency, coin or sterling, or their equivalent, as the principal of said bonds shall be payable. In all cases where any payment is required by this act, or agreed by the company to be made in sterling, if such payment is reduced to currency, the premium in gold in the city of New York, and the rate of exchange on London ruling at the time when such payment is due shall be included, and whenever any payment so required or agreed to be made in coin is made in currency, the premium on gold ruling in the city of New York, at the time the payment is due shall be added, and in case of any decree or recovery in any court of this State upon said mortgage bonds, or any of them, or upon said mortgage, the amount due upon such of said bonds as may be payable in coin or sterling shall be ascertained by reducing coin and sterling, respectively, into currency according to the foreign-rules. Whenever the term "currency" is used in this act, it will be deemed to mean obligations of the United States of America, which are or shall be by the laws of the United States made a legal tender in payment of debts.

Sec. 17. Be it further enacted, etc., That the said mortgage to the Governor of the State of Louisiana shall contain a further provision, that in case default should be made in the payment of the interest of said bonds, or any of them, or of the said sinking fund, or any part thereof, and the same shall remain in arrears for sixty days after becoming due and being demanded of the said company, the principal of all the bonds secured by said second mortgage and then outstanding shall, upon the expiration of said sixty days, become due and payable; and said mortgage shall contain suitable provisions for the sale of said railroad and appurtenances by the trustees, in case of default in the conditions of said mortgage.

Sec. 18. Be it further enacted, etc., That the said mortgage shall, after its execution by the company,

RATES OF ADVERTISING.					
Square:	1 mo	2 mos	3 mos	6 mos	1 yr
One	\$4	\$7	\$9	\$13	\$20
Two	7	12	15	20	35
Three	9	15	20	25	50
Four	15	25	35	50	70
Five	20	35	45	60	85
Six	24	42	50	70	100
1 Column, 45	80	120	175	250	350

Transient advertisements, \$1.50 per square first insertion; each subsequent insertion, 75 cents.
All business notices of advertisements to be charged twenty cents per line each insertion.
Jon Partridge executed with neatness and dispatch.
Wedding Cards executed in accordance with prevailing fashions.
Funeral Notices printed on, no matter no time and with quickest dispatch.

JOHN B. HOWARD.
LAW OFFICE,
26 St. Charles Street 26
Prompt attention given to civil business in the several courts of the State.

A. P. Fields & Robert Dolton
Attorneys and Counsellors at Law.
No. 9 Commercial Place, 2nd Floor.
—o—
Strict Attention to all Civil and Criminal business in the State and United States Court.

INSURANCE COMPANIES—BANKS.
LOUISIANA
MUTUAL INSURANCE COMPANY
OFFICE, No. 120 COMMON STREET.
—o—
INSURES FIRE, MARINE AND FIVE RISKS
AND PAYS LOSSES IN
New Orleans, New York, Liverpool, London, Havre, Paris, or Bremen, at the option of the insured.
CHARLES BRIGGS, President.
A. CARRIERE, Vice-President.
J. P. ROUX, Secretary.

EMPIRE
MUTUAL LIFE INSURANCE COMPANY
OF THE CITY OF NEW YORK
NO. 139 BROADWAY.
OFFICERS
Geo. W. Smith, Vice Pres. J. H. Hilton, Secretary, Pres. L. H. Waters, Actuary.
Sidney W. Orful, Secy., Everett Clapp, Supt. Agents, T. K. Marcy, Md. Exam., Agents New Orleans PINCHBACK & ANTOINE

THE FREEDMAN'S SAVINGS AND TRUST COMPANY
Chartered by the United States Government, March, 1865.
PRINCIPAL OFFICE, WASHINGTON, D. C.
D. L. EATON, Actuary.
BRANCH AT NEW ORLEANS, LA.
114 Carondelet Street.
C. D. STURTEVANT, Cashier.
Bank Hours, 9 A. M. to 3 P. M.
Saturday Nights, 6 to 8 o'clock

Thomas J. Hanna, Auctioneer.
—AND—
General Commission Merchant
Agent for the sale of Real Estate, etc.,
OUT DOOR SALES PROMPTLY ATTENDED TO
—o—
OFFICE AND SALES-ROOM,
168 POYDRAS STREET,
NEW ORLEANS, LA.
References:
Messrs. Geo. W. Hynson & Co., Steel, Pinckard & Co., John O. Terry, Esq., Lloyd R. Coleman Esq., Samuel Bartlett, Esq.
ALBERT EYRICH,
Bookseller and Stationer
136 CANAL STREET,
New Orleans, Louisiana.

be delivered to the Governor of the State of Louisiana, and if the same shall be in conformity with the provisions of this act, he shall endorse his approval in writing thereon, and cause the said mortgage to be filed in the office of the Secretary of State. Such approval by the Governor shall be conclusive as to the sufficiency of the form and execution of the mortgage, and as to its conformity to the provisions of this act; and such recording shall be conclusive notice to all persons of said mortgage, and such lien shall be paramount to all other liens and encumbrances upon the mortgaged premises, except the aforesaid lien of the first mortgage to the extent of twelve thousand five hundred dollars, in gold coin of the United States, and interest, on each and every mile of said main line of railroad within the State of Louisiana.

Sec. 19. Be it further enacted, etc., That when the said second mortgage shall have been so delivered, approved and recorded, and one continuous portion or section of ten miles in length of the said main line of railroad within the State of Louisiana shall have been constructed, and the iron rails laid thereon, the company may deliver to the Governor of the State of Louisiana one hundred and twenty-five thousand dollars, or twenty-five thousand pounds sterling, of each second mortgage bonds, and the Governor shall thereupon subscribe a certificate to be written or printed upon each of said bonds in the following words: "The payment of the principal of the within bond when due, and of the interest thereon as it accrues, is guaranteed by the State of Louisiana, pursuant to the provisions of the act of the General Assembly of said State, authorizing such guarantee," and shall affix the great seal of the State of Louisiana to such certificate, and the said seal shall be attested by the signature of the Secretary of State, and the bonds shall then be delivered to the company for its general uses and purposes authorized by its charter.

Sec. 20. Be it further enacted, etc., That upon the construction of said additional section or portion of ten miles in length of said main line railroad, within the State of Louisiana, a further amount of such second mortgage bonds, equal to twelve thousand five hundred dollars per mile, or two thousand five hundred pounds sterling, as the company may elect, for each and every mile in length of said main line of railroad within the State of Louisiana, so constructed (and for which bonds shall not have previously issued and guaranteed as herein provided) and thereupon the said Governor shall subscribe a certificate of guarantee upon each and every of such bonds in the form prescribed in section nineteen of this act, and the same shall be sealed and attached in like manner, and shall forthwith be delivered to the company for its general uses and purposes authorized by its charter. And when a further section of ten miles is completed a similar issue of bonds shall be made, and for every ten miles, all the residue of the second mortgage bonds, authorized by this act may be executed by the company, and certificates of guarantee thereon, in the form aforesaid, shall be subscribed by the Governor, and sealed and attested as hereinbefore provided; and such guarantee bonds shall forthwith be delivered to the company for its general uses and purposes authorized by its charter.

Sec. 21. Be it further enacted, etc., That the signature of the Governor to certificate of guarantee shall be conclusive evidence in favor of the holder of every bond so certified that the conditions of this act have been complied with on the part of the company and that said bonds have been duly made and regularly certified and issued pursuant to the provisions of this act; and every such certificate of guarantee, when so subscribed, shall be a valid and binding obligation of the State of Louisiana in favor of whomsoever shall from time to time be the holder of the bond bearing such certificate; and the State of Louisiana hereby pledges its public faith and credit to the performance of such guarantee according to its terms.

Sec. 22. Be it further enacted, etc., That nothing in this act contained shall impair or restrict the powers heretofore granted the said company to issue bonds and to mortgage its corporate property and franchises, except that the said company shall not have power to make any mortgage, or create any incumbrance upon its said main line of

railroad, within the State of Louisiana, which shall have priority over the second mortgage to any greater extent than twelve thousand five hundred dollars in gold coin of the United States of America, and the interest thereon, in like coin, at a rate not exceeding eight per cent per annum, upon each and every mile of the entire length of said main line railroad within the State of Louisiana, and in case of a foreclosure of any mortgage upon the said main line of railroad shall have been completed, the State of Louisiana may, through its Governor, require that part of said main line of railroad within the State of Louisiana which shall have been constructed, and in respect of which the State of Louisiana shall have guaranteed second mortgage bonds be sold separately, and the proceeds of the part so sold together with its due proportion of the proceeds of the cars, engines and personal property of the company shall constitute a fund upon which the first mortgage shall be a first lien, to the extent only of securing first mortgage bonds to the amount of twelve thousand five hundred dollars in gold coin per mile, for every mile of constructed road thus sold, with the arrearages of interest thereon; and after paying such amount of first mortgage bonds and interest out of said fund, the surplus or so much thereof as may be necessary shall be applied to the payment of the said second mortgage bonds guaranteed by the State of Louisiana, and all arrearages of interest thereon. Or in case such sale shall be made under the second mortgage, the sale may be made subject to said first mortgage, and the portion so sold shall be released and discharged from the said first mortgage, and the lien and operations thereof on the trustee under said first mortgage of first mortgage bonds to the amount of twelve thousand five hundred dollars and the unpaid coupons thereunto appertaining for each and every mile of said railroad so sold, or on the payment by the purchaser, to said trustee of a sum sufficient to discharge a like amount of first mortgage bonds and the coupons in arrears thereon.

Sec. 23. Be it further enacted, etc., That whereas, the line of the railroad of said company, as intended to be constructed, will extend beyond this State, it is hereby declared that the cars and engines, and all personal property which said company may acquire, shall for the purposes of this act, and for all mortgage purposes, be deemed part of the reality, and be apportioned according to the number of miles of railroad constructed and owned by the company in each State, so that the number of cars and engines and amount of personal property shall be deemed to belong to the portion of the company's railroad constructed and lying within the limits of either of said States, shall at all times bear the same proportion to the whole amount of cars, engines and whole amount of personal property owned by the company, which the number of miles of railroad of the company, constructed and lying within such State, shall bear to the aggregate number of miles of the railroad of the company constructed in all of said States.

Sec. 24. Be it further enacted, etc., That all the powers, privileges, grants and franchises which are by this act granted to said company for the construction and maintenance of its main line of railroad within the State of Louisiana, shall be and are hereby made applicable to such branch railroads as said company is authorized to construct; and for all the purposes of this act such branch railroads shall be deemed and taken to form and constitute a part of the said main line of said railroad within the State of Louisiana, in this act designated and referred to.

Sec. 25. Be it further enacted, etc., That if any person or persons shall willfully do or cause to be done any act or acts whatever, whereby any surveyor's lines or marks, any buildings, construction or works of said company, or any engine, machine or structure, or any matter or thing appertaining to the same, shall be stopped, obstructed, impaired, weakened, injured or destroyed, the person so offending shall be deemed guilty of a misdemeanor, and shall forfeit and pay to the said company double the amount of damages sustained by reason of such offense or injury, to be recovered in the name of said company, with costs of suit by action of debt; and such offenders shall also be subject to indictment, and shall be sentenced on conviction, at the discretion of the court,

for a period not exceeding eighteen months.

Sec. 26. Be it further enacted, etc., That whenever any number of stockholders representing three-fourths of the stock now subscribed to said railroad company, shall accept the amendment and the conditions in the preceding sections of this act, and take the place of any of the provisions of the original charter and act amendatory thereof that may be inconsistent therewith, and at the next general election for directors, they shall increase the number of directors to nine in place of seven, as provided in the original charter, five of whom shall form a quorum to transact business.

Sec. 27. Be it further enacted, etc., That said company may accept the terms, conditions and provisions of this act, at any time within ninety days from the date of its passage and approval, by a written acceptance, signed by a majority of the directors of said company, and addressed to the Governor of the State of Louisiana, and in case of such acceptance by said company, said company shall be entitled to the benefits of the provisions of this act, and shall possess and enjoy the rights and franchises granted to said company by the State of Louisiana, in this act and heretofore, and such grants and the engagements herein made and entered into on the part of the State of Louisiana, shall be deemed to be, and shall be binding contracts between the State of Louisiana and the said company, not to be impaired, disturbed or modified by subsequent legislation, except with the consent and on the petition of said company.

Sec. 28. Be it further enacted, etc., That all laws or parts of laws heretofore passed, inconsistent with this act are hereby repealed so far only as they are in conflict with the provisions of this act, and that this act shall take effect from and after its passage.

(Signed) GEO. W. CARTER, Speaker of the House of Representatives.
(Signed) OSCAR J. DUNN, Lieutenant Governor and President of the Senate.
Approved October 27, 1871.
(Signed) H. C. WARMOTH, Governor of the State of Louisiana.
A true copy:
F. J. HERROS, Secretary of State pro tem.

THE PRESS.—I love to hear the rumbling of the steam-power press better than the rattle and the roar of artillery. It is silently attacking and vanquishing the Mallakoff of vice and the Redoubt of evil; and its parallels and approaches cannot be resisted. I like the click of the type in the composing stick better than the click of the musket in the hands of the soldier. It bears a laden messenger of deadlier power, of sublimer force, and of a surer aim, which will hit its mark, though it is a thousand miles ahead.—Dr. Chapin.

BOOKSELLERS, STATIONERS
A. Simon's,
COSMOPOLITAN NEWS DEPOT,
STATIONERY, BOOKS, ETC.,
No. 94, Exchange Alley, between
Biverville and Conti Streets, New Orleans.

All the large Northern and Western dailies.
More than one hundred and sixty different publications received and sold.
Subscriptions received to all periodical publications.

Subscribers will be accountable for the subscription as long as they do not send back the paper, or notify otherwise.
CARPENTERS, FURNITURE, &c.
JULIUS P. BROWN.
HOUSE CARPENTER
CANAL ST. bet VILLERIE & ROBERTSON ST'S.
Jobbing. Attended to Punctually.

The Mitchell & Ramelsberg
FURNITURE CO.,
MANUFACTURERS AND DEALERS IN ALL KINDS OF
FURNITURE,
MATTRESSES,
LOOKING
GLASSES, &c.,
103 and 105 Camp street, corner Poydras.
MORESCUE BUILDING,
NEW ORLEANS.

NEW ADVERTISEMENTS.

THE INDIA RUBBER COMB CO
Nos. 9, 11 & 13 Mercer Street,
NEW YORK,

Sole manufacturers, under Goodyear's
and Meyer's Patents,
OF
INDIA RUBBER COMBS,
Dressing Combs,
Long Combs,
Twist Combs,
Fine Tooth Combs,
[A variety of Elegant Fancy Patterns.]
Pocket Combs,
Riding Combs,
Hair Pins.

ALSO, SOLE MANUFACTURERS
OF
COMBINATION SIDE COMBS
[MADE UNDER FAULY'S PATENT.]
The sale of any Combination Side Combs, no matter of what material made, unless sold under a license from us, is prohibited by law.

THE SUN.
CHARLES A. DANA, Editor.
The Dollar Weekly Sun.
A Newspaper of the Present Times.
Intended for People Now on Earth.
Including Farmers, Merchants, Professionals, Men, Workers, Traders, and all Manner of Honest Folks, and the Wives, Sons, and Daughters of all such.
ONLY ONE DOLLAR A YEAR!
ONE HUNDRED COPIES FOR \$20.
Or less than One Cent a Copy. Let there be a \$20 Club at every Post Office.

SEMI-WEEKLY SUN, \$2 A YEAR.
of the same size and general character as THE WEEKLY, but with a greater variety of miscellaneous reading, and furnishing the news to its subscribers with greater freshness, because it comes twice a week instead of once only.
THE DAILY SUN, \$3 A YEAR.
A prominently readable newspaper, with the latest news, and the most interesting and important news of the day. All the news from every source. Two cents a copy; by mail, 25 cents a month, or \$2 a year.

TERMS TO CLUBS.
THE DOLLAR WEEKLY SUN.
Five copies, one year, separately addressed (and an extra copy to the printer up of club).
Twenty copies, one year, separately addressed (and an extra copy to the printer up of club).
Fifty copies, one year, to one address (and the Semi-Weekly one year to enter up of club).
One hundred copies, one year, to one address (and the Daily for one year to enter up of club).
One hundred copies, one year, separately addressed (and the Daily for one year to enter up of club).
L. W. ENDLICH, Publisher.
New York City.

COMMISSION MERCHANTS.
P. B. S. PINCHBACK, C. C. ANTOINE,
New Orleans, La. Shreveport, La.
PINCHBACK & ANTOINE,
114 Carondelet St.,
NEW ORLEANS.

Liberal Advances made on Consignments. Prompt attention given to all sales and purchases, leasing of farms, etc., etc. Consignments covered by Insurance as soon as shipped, unless otherwise instructed on the Bill of Lading.
VICKSBURG AND BENDS.

FOR VICKSBURG, DAVIS' Bend
Leaves on SATURDAY, at 5 P. M.
GREENVILLE ROUTE
Sunny Side, Egg's Point, Barnard, Grand Lake, Leota, Maryland, Carolina, Pilcher's Point, Skiptown, Lake Providence, Transylvania, Goodrich's, Millkens Bend, Duckport, Vicksburg, Grand Gulf, St. Joseph, Rodney, Waterproof, Natchez, Bayou Sara, Baton Rouge, Plaquemine, Donaldsonville, and all intermediate and Coast landings.
The new and magnificent steamer
NATCHEZ,
T. P. Leathers, Master.

Will leave as above, and will land all Coast passengers with their freight.
Connects at Vicksburg with packets for all points on the Yazoo and Tallahatchie rivers.
For freight or passage apply on board or to
JNO. JANNEY, Agent,
150 Common Street.

ST. PHILIP STORE,
230 ROYAL ST. CORNER
ST. PHILIP,
New Orleans.
B. A. CHIAPPA,
—CA' H DEALER IN—
Staple and Fancy Dry Goods,
TRIMMINGS AND HATS,
AT AUCTION PRICES

WALTHAM WATCHES.

THE BALANCE WHEEL
OF A
WALTHAM WATCH

BEATS
4 times second,
240 times a minute,
14,400 times an hour,
345,600 times a day,
829,200 times a week,
10,368,000 times a month,
126,144,000 times a year.

MORE IS EXPECTED OF A WATCH
THAN ANY KIND OF
IN MACHERY.

It must not only run all day, but all night; not only on weekdays, but on Sundays and Holidays. It must run hanging up or lying down—upside down or right side up. It must keep running when the owner is down or stand up. When he walks or rides. In fact, it is expected to do its duty at all times, in every place and in every position.

A Genuine Waltham Watch
will fulfil all these requirements. I would once a day, it will faithfully tick for you a hundred and twenty-six million times in a year, without even requiring fresh oil all that time.

A Genuine Waltham Watch
CONTAINS
5 Spring, 9 wheels, 51 Screws, and 98 other parts making altogether 136 separate pieces.

ALL GENUINE WALTHAM.
Watches have seven
Jewels.

THE EXTRA JEWELLED HAVE ELEVEN JEWELS.
THE FULL JEWELLED HAVE FIFTEEN JEWELS.

Every part of a Waltham Watch is made by machinery. The machinery used in making the movement of a single watch coast over a Hundred Thousand Dollars, yet we sell these Watches, in a solid Silver Hunting Case, for \$18. The same watch could not be made by hand and finished as perfectly for TEN TIMES AS MUCH.

A Genuine Waltham Watch
Is interchangeable, like a Springfield rifle that is, any part of one Watch is exactly like the same part in another; and if ten Watches of one grade were taken apart, and the screws, wheels, springs, &c., were mixed together, ten watches could be made by putting these parts together again, without any reference to their former combination. This is a
GREAT ADVANTAGE;

For, if any part of a Waltham Watch is injured we can always replace it at a trifling expense.

A GENUINE WALTHAM WATCH
Is made with special reference to
DURABILITY
Other Watches will run for a year or two, an require constant repairs; but
A Waltham Watch
WILL RUN FAITHFULLY
FOR MANY YEARS.

We sell these Watches,
IN SOLID SILVER HUNTING
CASES..... \$18
IN SOLID GOLD HUNTING CASES, \$70

We have prepared an
ILLUSTRATED PRICE LIST,
which describes the various grades of Watches in detail, gives the weight and quality of the Cases, and all other information necessary for an intelligent selection. We wish every one would send for it before ordering a Watch.

Write for it as follows:
Messrs. Howard & Co.,
No. 785 Broadway, New York:
Please send me your Illustrated Price List of Waltham Watches, as per advertisement in THE LOUISIANIAN.
(Sign name and address in full)

WITHOUT EXPENSE,
OR
Refund the Money.

We have sent out over Five Thousand of these Watches upon these conditions, and have only been asked to refund the money in three cases, and not one of these was on account of dissatisfaction with the Watch, but because the parties needed the money more.

WE HAVE NO AGENTS, AND OUR PRICES ARE THE SAME TO ALL. A RESIDENT OF OREGON OR TEXAS CAN BUY A WATCH FROM US AND IT WILL COST HIM NO MORE THAN IF HE LIVED IN NEW YORK. AL' HIS IS EXPLAINED IN THE PRICE LIST.

Special Notice.—We do not sell Waltham Watches in any imitation, Gift, Plated, Orde, Filled Case whatever (these are all other names for Brass or German Silver). The Waltham Watch is worthy of a solid Gold or Silver Case, and we do not propose to sell it in any other. LET EVERY ONE SEND FOR A PRICE LIST. ADDRESS IN FULL,
HOWARD & Co.,
Jewellers and Silversmiths,
No. 785 Broadway, NEW YORK.

WATCHMAKERS AND JEWELLERS.

Paul Granzin,
DEALER IN GOLD AND
SILVER WATCHES,

And Fine Gold Jewelry. Keep always on hand all classes and patterns of Gold, Silver and Steel Spectacles and Eye Glasses. Glasses changed and sent to any part of the country. Watch repairs done promptly and warranted. Address orders to
Paul Granzin,
112 Carondelet street, New Orleans.
Feb. 16th

GOOD
WATCHES
AT OLD PRICES.

AS THE SOLE AGENTS in the United States for the LIVERPOOL WATCH CO., we are authorized by them to close out a large line of European Watches, Chains, etc., now in stock for Cash, at prices never before known. All beautiful in finish, artistic in design, reliable or accurate time, durable, and of the latest style. Every Watch will be retailed less than cost of importation, and forwarded securely packed, prepaid, to any part of the country on receipt of price. Money can be sent to us by Express, with orders for Express Co., to return Goods or Cash, which will secure promptness and safety to purchaser. Among our list will be found: A BEAUTIFUL ENGLISH SILVER, SOLID DOUBLE CASE WATCH, genuine English full plate jeweled movements, adjusted regulator, steel cut hands, engine turn, correct and serviceable article, large or small size in complete running order, with an elegant Gent's Vest Chain, Locket and key, all complete, mailed free for FIVE DOLLARS.

A VERY HANDSOME WATCH in fine 18 karat Gold plated Double Cases—imitation of \$100 Gold Watch—engraved or plain, genuine English, full plate jeweled movements, adjusted regulator, correct, and in complete running order with elegant Gent's Vest Chain, with Locket and Key, mailed pre-paid for only EIGHTEEN DOLLARS.

The Orde Gold Watch,
IN MASSIVE ORDE GOLD Double Hunting Magic Spring Cases, elegantly engraved, or engine turned, Genuine Patent Lever movements, full jeweled, regulated and warranted to keep correct time, and wear equal to Gold, precisely like in appearance, make, finish, brilliancy of color. \$200 Gold Watch. One of these splendid Watches will be forwarded by mail free to any address, in handsome morocco case, lined with velvet and satin, (Ladies' or Gent's size Watch, for only TWELVE DOLLARS.

Watches for Holiday Presents manufactured to order.
GENUINE AMERICAN WATCHES of all grades, in Gold and Silver Cases, from \$18 up to \$200. Other Good Watches equally low. With every Club of six Watches, of any kind, we send one extra of same kind free, as a premium to getter up of the Club. A superior stock of Genuine Orde Gold Chains, \$2 to \$6 each, warranted fully equal to Gold in brilliancy of color, wear, etc. Bills of over \$12 collected on delivery, if desired. All Bills of \$12 and less, must be cash in P. O. Money Orders, or Registered Letters, at our risk. Goods carefully selected, packed and forwarded pre-paid by mail, or by Express, or receipt of price. Safe delivery of all goods guaranteed. Watches forwarded to be examined to parties known when express charges both ways are paid. No goods forwarded west of the Mississippi River, with bill to collect on delivery. Purchasers must pay all express charges on goods sent C. O. D.; also for return of money. All Cash orders forwarded free of charge to destination. Catalogues Free. Address all orders,
CHAS. P. NOYTON & CO.,
Importers of Watches, etc.,
Established 1857. 86 Nassau St., N. Y.
No. 34-4.

GROCERIES, PRODUCE, &c.
A. H. WHITE, L. C. RICHARDS, F. H. WAT.
WHITE, RICHARDS & Co.,
Successors to A. D. GREFF & Co.,
Wholesale Grocers
COMMISSION MERCHANTS
AND DEALERS IN
Southern and Western Produce.
104.....POYDRAS STREET.....104
NEW ORLEANS.

GEO. GIGNAC, ALP. JOURDAIN,
GIGNAC AND JOURDAIN,
GROCERS,
CORNER CONTI and VILLERIE, No. 239.
ALWAYS ON HAND
Choice Groceries, Coffee, Tea, Provisions,
Wines and Liquors.
AND
Plantation Supplies
Orders promptly attended to.

P. B. ETHELL,
MERCHANDISE, FLOUR
AND
PROVISION BROKER,
105.....POYDRAS STREET.....105
W. J. TAYLOR.....JOHN A. BURKE
Salesmen.

W. H. MARKHAM, C. W. BURT,
St. Louis, New Orleans
MARKHAM & BURT,
Importers and Jobbers of
HARDWARE,
109.....GRAVIER STREET.....109
NEW ORLEANS.

G. CASENAVE,
UNDERTAKER
68 Bourbon Street
NEW ORLEANS
CARRIAGES FOR HIRE.

DRY GOODS, CLOTHING & JEWELLERY.

JOSEPH H. WILSON'S
DRY GOODS

EMPORIUM,
163.....CANAL STREET.....163

FIRST FLOOR:
DRY GOODS, GENTS' FURNISHING
GOODS,
SECOND FLOOR:
LADIES' ROOM FURSHAW, CLOAK
AND WRAPS.

THIRD FLOOR:
CARPETS, MATTING AND RUGS
A visit to the store will repay any
persons wishing to buy cheap and elegant
goods.

B. T. Walshe,
110.....CANAL STREET.....110
Near St. Charles.

NEW ORLEANS, LA.
MEN'S AND BOYS'
SHIRTS.
(OF HIS OWN MAKE)
BOYS AND CHILDREN'S
CLOTHING.

Every Article Marked in
Plain Figures.
Goods sold on "one price" system, and
any article purchased which fails to give
satisfaction can be returned and the money
will be refunded.

Moderate Prices and Fresh
Stock to select from are some of the
inducements offered at
B. T. WALSHE'S
PREMIUM SHIRT AND CLOTHING EMPORIUM
110 Canal St., near St. Charles,
New Orleans.

N. B.—Letter Orders receive prompt
attention and filled C. O. D. if desired.

\$75 Every Week!
MADE EASY,
BY
Lucky Agents.

We want Smart and Energetic Agents to
introduce our popular and justly celebrated
inventions, in every Village, Town
and City in the World.

Indispensable to Every
Household;
They are highly approved of, endorsed
and adopted by Ladies, Physicians and
Divines, and now a GREAT FAVORITE
with them.

Every Family will Purchase One
more of them. Something that
merits are apparent at a GLANCE.

DRUGGIST,
MILLINERS
DRESSMAKERS,
And all who keep FANCY STORES,
will find our excellent articles SELL
VERY RAPIDLY, gives perfect satisfaction
and nothing

Small Fortunes
to all Dealers and Agents.
Country Rights Free
to all who desire engaging in an Honorable
Respectable and Profitable Business, at the
same time doing good to their compa-
nions in life Sample \$2.00, sent free by
mail on receipt of price. SEND FOR
WHOLESALE CIRCULAR. ADDRESS
Victoria Manufacturing Co
17 PARK PLACE, NEW YORK.

Rubber Clothing
COMPANY.
Manufacturers, Importers
and Jobbers,
Rubber Goods
OF EVERY DESCRIPTION,
CLOTHING,
BOOTS AND SHOES,
BELTING, PACKING & HOSE,
ENAMELED CLOTH,
PIANO COVERS,
BALL TOYS, &c.,
363 BROADWAY, COR. FRANKLIN ST., N. Y.
83 LAKE STREET, CHICAGO.
607 MARKET STREET, SAN FRANCISCO.
F. M. SHEPPARD, Pres.
J. A. MINOTT, Sec.
GEORGE HITE.

Lock-Smith & Bell-Hanger
IRON RAILINGS FITTED UP,
208 COMMON STREET,
NEW ORLEANS
Presses repaired, Bells and Gongs
House, and Steamboats Fitted up

IRON RAILINGS FITTED UP,
208 COMMON STREET,
NEW ORLEANS
Presses repaired, Bells and Gongs
House, and Steamboats Fitted up

IRON RAILINGS FITTED UP,
208 COMMON STREET,
NEW ORLEANS
Presses repaired, Bells and Gongs
House, and Steamboats Fitted up

IRON RAILINGS FITTED UP,
208 COMMON STREET,
NEW ORLEANS
Presses repaired, Bells and Gongs
House, and Steamboats Fitted up

IRON RAILINGS FITTED UP,
208 COMMON STREET,
NEW ORLEANS
Presses repaired, Bells and Gongs
House, and Steamboats Fitted up

IRON RAILINGS FITTED UP,
208 COMMON STREET,
NEW ORLEANS
Presses repaired, Bells and Gongs
House, and Steamboats Fitted up

IRON RAILINGS FITTED UP,
208 COMMON STREET,
NEW ORLEANS
Presses repaired, Bells and Gongs
House, and Steamboats Fitted up

IRON RAILINGS FITTED UP,
208 COMMON STREET,
NEW ORLEANS
Presses repaired, Bells and Gongs
House, and Steamboats Fitted up

IRON RAILINGS FITTED UP,
208 COMMON STREET,
NEW ORLEANS
Presses repaired, Bells and Gongs
House, and Steamboats Fitted up

IRON RAILINGS FITTED UP,
208 COMMON STREET,
NEW ORLEANS
Presses repaired, Bells and Gongs
House, and Steamboats Fitted up

IRON RAILINGS FITTED UP,
208 COMMON STREET,
NEW ORLEANS
Presses repaired, Bells and Gongs
House, and Steamboats Fitted up